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9 Attorneys for WAYMO LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 WAYMO LLC,

14 Plaintiff,

15 vs.

16 UBER TECHNOLOGIES, INC.;  
OTTOMOTTO LLC; OTTO TRUCKING  
17 LLC,

18 Defendants.

CASE NO. 3:17-cv-00939-WHA

**DECLARATION OF GERARD DWYER  
IN SUPPORT OF PLAINTIFF WAYMO  
LLC'S MOTION TO CLOSE  
COURTROOM**

**Hearing:**

**Date: TBD**

**Time: TBD**

**Place: Courtroom 8, 19<sup>th</sup> Floor**

**Judge: The Honorable William H. Alsup**

1 I, Gerard Dwyer, declare as follows:

2       1. I am Head of Finance and Business Systems at Waymo LLC, where I have been  
3 employed since January 2017.

4       2. I am providing this declaration to describe the extraordinarily sensitive and  
5 valuable nature of Waymo's confidential financial information, projections, and business plans,  
6 the terms of Waymo's partnership agreement with Lyft and negotiations or term sheet with Ford,  
7 and employee personnel information. This declaration is based on my personal knowledge.

8       **Financial Information, Projections, and Business Plans**

9       3. I understand that Waymo produced confidential financial information and  
10 projections in this litigation in response to Defendants' requests, including Waymo's long term  
11 P&L model. I further understand that Waymo produced confidential business plans in response  
12 to Defendants' requests. I understand that this information was discussed in depositions and  
13 expert reports and that some of these documents are included on the parties' Trial Exhibit List.

14       4. Waymo does not provide publically the detailed financial information,  
15 projections, and business plans that have been produced in this litigation.

16       5. A lack of Court protection of the aforementioned information would severely  
17 harm Waymo because the information could be used by Waymo's competitors adversely to  
18 Waymo. For example, knowledge of how much, when, or where, Waymo is spending on  
19 development or projections of the same could provide competitors with an advantage by giving  
20 them insight into Waymo's strategy and focus. The same is true of Waymo's business plans  
21 which directly lay out Waymo's strategies and plans. This would allow competitors to adjust  
22 their own plans to better compete with Waymo.

23       6. Only by keeping Waymo's financial information, projections, and business plans  
24 in strictest confidence can Waymo protect itself from adverse exploitation of its financial  
25 information and business plans by its competitors.

1                   **Lyft Partnership and Ford Negotiations**

2           7.        I additionally understand that Waymo produced confidential documents relating  
 3 to its agreement to partner with Lyft and its internal analyses and diligence regarding the same in  
 4 this litigation. I further understand that Waymo produced documents relating to negotiations  
 5 with Ford, including a term sheet. I understand that some of these documents are included on the  
 6 parties' Trial Exhibit List.

7           8.        Waymo and Lyft have not publicly disclosed the terms of their partnership  
 8 agreement. Nor does Waymo publicly disclose its internal analysis of the deal. Similarly,  
 9 Waymo and Ford have not publicly disclosed the terms of their negotiations or their term sheet.

10          9.        A lack of Court protection of the aforementioned information would severely  
 11 harm Waymo because the information could be used by Waymo's competitors and third parties  
 12 with whom Waymo may negotiate in the future adversely to Waymo. For example, knowledge  
 13 of the deal terms could provide competitors with ideas of how to compete with Waymo.  
 14 Knowledge of the deal terms and Waymo's internal analysis of the deal could also provide third  
 15 parties negotiating with Waymo on future deals with insight into Waymo's negotiating strategy,  
 16 which would negatively impact Waymo's bargaining power.

17          10.       Only by keeping the terms of the Waymo-Lyft partnership, Waymo's analyses of  
 18 that deal, and the negotiations and terms of a deal with Ford, in strictest confidence can Waymo  
 19 protect itself from adverse exploitation of its deals and analyses by its competitors and entities  
 20 with whom it may negotiate in the future.

21                   **Employee Personnel Information**

22          11.        I further understand that Waymo produced confidential documents reflecting  
 23 bonus payments and other compensation information for members of the Chauffeur team,  
 24 including participants in the Chauffeur Bonus Plan, other than Anthony Levandowski. I am also  
 25 aware that Waymo produced documents relating to its forensic investigation of Anthony  
 26 Levandowski, which reference confidential investigations of other Waymo employees or former  
 27 employees. I understand that some such documents are included on the Trial Exhibit List.

1       12. Waymo does not publicly disclose compensation or bonus information for  
2 specific employees. Waymo respects the privacy information of its employees and does not  
3 openly share this information either outside of Waymo/Alphabet, or within Waymo/Alphabet  
4 beyond those who need to know. Sharing such information would both breach the privacy rights  
5 of employees, and have the potential to negatively impact employee morale within Waymo, and  
6 potentially cause Waymo financial harm as it will negatively impact Waymo's bargaining power  
7 in compensation negotiations with other employees.

8       13. Waymo also does not disclose internal investigations including, in some cases, to  
9 the employees who are investigated. Thus, in some cases, employees who have been  
10 investigated may not be aware of that investigation. This information should not be publicly  
11 disseminated because those employees, their colleagues, and the public, would then know that  
12 they were under investigation at some point in time. Further, this information could have an  
13 negative impact on employee morale within Waymo.

14       I declare under penalty of perjury under the laws of the United States of America that the  
15 foregoing is true and correct to the best of my knowledge. Executed this 25<sup>th</sup> September day of September  
16 Mountain View, California.



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19       Gerard Dwyer  
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